AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE K		PAGE 1 OF 11		
AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE		4. REQUISITIO	N/PUR	CHASE REQ. NO.	5. PROJEC	CT NO. (If applicable)		
0001	Jur	ne 25, 2004	SP0600-0	4-D-13	70 and Amds			
6. ISSUED BY	CODE	SP0600	î	7. ADMINISTERED BY (If other than Item 6) SP0600				
DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-AIP 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 P.P. 7.2 BUYER/SYMBOL – Dee Blocker/DESC-AIP								
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and 2			l ZIP Code)					
				X SP0600-04-R-0099				
				9b. DATED (SEE ITEM 11)				
					June 7, 2004			
					10a. MODIFICATION OF CONTRACT/ORDER NO.			
Phone:					10b. DATED (SEE ITEM 13)			
E-Mail:	UNS:							
Cage Code	nader Code.	·						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying								
office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
D. OTHER (Specify type of modification and authority):								
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and returncopies to the issuing office.								
The closing date for this solicitation has changed as follows: Offers are due on July 9, 2004, at 3:00 p.m. Eastern Standard Time.								
See pages 2 through 11								
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME C	16A. NAME OF CONTRACTING OFFICER				
			MARGOT	MARGOT HAYCOOK				
15B. NAME OF CONTRACTOR/OFFEROR		15C.DATE	16B. UNITED	STATI	ES OF AMERICA		16C.DATE SIGNED	
RY		SIGNED	BY					

(Signature of Contracting Officer)

The following changes and additions are hereby incorporated into solicitation SP0600-04-R-0099.

1. **SOLICITATION CORRECTIONS**:

- 1. SF 33, Block 9 Correct the time to read: "3 PM"
- 2. Table of Contents Pages 2 and 3
 - Section C: Statement of Work. Remove pages 5 and 6 and replace with attached pages 5 and 6. The corrections are indicated by a | vertical line on the right margin of the page.
 - Section E: Inspection and Acceptance Delete clause and mark as "RESERVED"
 - Section I: Contract Clauses Delete clause I1.06
 - Section J: Delete "Offeror Submission Package" and leave "List of Attachments" Add Attachment IV Typical Consumption Data
 - Section L: Instructions, Conditions, and Notices to Offerors –
 Delete clause L211-1 Facsimile Bids and replace with clause L211-3
 Facsimile Proposals
 - Section M: Clause M2.11 delete "-2" in the paragraph beginning with the words "In accordance with FAR Parts 15.101-2"
 - See "Technical Factors" for changes made to factors identified by a vertical line in the right margin of the page "|".
- 3. Part IV, Section L Instructions, Conditions and Notices to Offerors or Quoters. Remove page 27 of the basic solicitation and replace with Amendment 0001 page 27. Please note that in L2.05 Instructions to Offerors Commercial Items (JAN 2004), paragraph (a), the 1st sentence has been changed. The corrections are indicated by a | symbol on the right hand side of the paragraph and the actual correction is underlined.

2. CLAUSE CHANGES:

- 1. The following clauses are herby **deleted** from Solicitation SP0600-04-R-0099.
 - Clause E5.03 Inspection of Services Fixed-Price (AUG 1996), page 7.
 - Clause I1.06 Request for equitable adjustment (MAR 1998), page 18.
 - Clause L2.11-1 Facsimile Bids (DESC AUG 1999) DLAD, page 27
- 2. The following clause/attachment is hereby added to Solicitation SP0600-04-R-0099 in full text below.
 - (A) L2.11-3, Facsimile Proposals Commercial Items (DESC NOV 1999)
 - (B) Attachment IV Typical Consumption Data (Part III, page 24, List of Documents, Exhibits and Other Attachments).

STATEMENT OF WORK FOR CONSOLIDATING DATA REQUREMENTS AND ECONOMIC ANALYSES FOR THE ELECTRICITY PROGRAM

1. INTRODUCTION:

The Defense Energy Support Center (DESC), Electricity Division, requires support for Data Collection and Economic Analyses for procurement of electricity across the United States.

2. BACKGROUND:

DESC is a Government agency that conducts competitive electricity procurements for Department of Defense (DoD) installations, as well as civilian installations, throughout the US. With the restructuring of the electric power markets in certain states and the availability of retail electric open access in those states, DESC has assisted the Services in competitively procuring electric power.

3. SCOPE:

The scope of this contract is two fold:

First, the Contractor shall retrieve twelve consecutive months of electricity data for specified accounts. The data retrieval shall include historical consumption data, broken out by month, and applicable interval data in the smallest available increment from the host utility. Attachment II contains a listing of the accounts that may be identified on the task orders. Additional accounts may be included as new customers arise or as future deregulation occurs.

Second, for each account identified in the individual task order, the Contractor shall calculate a twelvemonth unit price of electricity, (price to compare/price to beat), under the applicable tariff rate for that period. Accurate data, free of errors or omissions that are within the contractors control, is required to be delivered within the timeframe specified in the task order. The contract will expire one year from the date of award.

4. PERFORMANCE REQUIREMENTS:

- **4.1 CONSUMPTION DATA** The contractor shall retrieve electricity consumption data for the most recent historical 12 consecutive months for accounts specified. The data retrieved shall include historical consumption data (broken out by month) and interval data in the smallest available increment from the utility. The summary of historical consumption data shall include all load details provided by the host utility to include the following:
 - Account Number(s)
 - Rate(s)/Rider(s)
 - Service Address(es)
 - Monthly Consumption Information
 - Meter read dates
 - Peak Load Contribution (PLC) (Where applicable)
 - **4.1.a** The Contractor shall receive a task order identifying the accounts requiring the historical 12-month consumption.
 - **4.1.b** See Attachment IV for typical consumption data.

ECONOMIC ANALYSES - The contractor shall perform a complete and accurate 12-month price analysis from the utility's most recent tariff that will be in effect during the period of performance, for each individual account identified by DESC. The price analysis shall coincide with the 12-month historical data that was captured for the account or provided as government furnished data. The analysis will determine a calculated price consistent with the utility tariff rate (including all costs that are borne by the retail supplier). This unit price will be relied upon by DESC as a basis for award under competitive electricity procurements. Analyses may not be required for all accounts.

4.2.a. The Contractor shall receive a task order identifying the accounts requiring an economic analysis.

5. PERFORMANCE STANDARDS:

- **5.1** The contractor shall deliver accurate data and/or analyses.
- **5.2** If the data is not delivered within the specified timeframe, the Government will withhold 2% of the contract value and shall require the Contractor to provide the data within two (2) business days at no additional cost to the Government.
- **6. DELIVERABLES:** The data shall be stored in Microsoft Excel spreadsheet format on a CD-Rom or diskette. The disk/CD must be identified by task order number and name of installation.
 - **6.1** <u>1st</u> <u>Deliverable</u>: Consumption data shall be delivered to DESC-A typically 30 days of receipt of each task order. The required due date will be identified in the task orders.
 - **6.2** <u>2nd Deliverable</u>: Economic analyses will be delivered to DESC-A in accordance with the timeframe established in each individual task order.
- **7.** The Task Orders awarded under the contract will be made on a "Standard Form 1449 (see section J.L 3), Solicitation/Contract/Order for Commercial Items" and will be signed unilaterally.

PART IV SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICIES TO OFFERORS OR QUOTERS

- 1. A single award shall be made on an "all or none" basis to the successful responsive and responsible offeror in accordance with the ensuing criteria. Based on the known requirements the following items are required to be part of the offerors' quote: the *technical ability* to provide services that are listed in **Part I and locations in Part III**; a record of no more than the past 3 years *performance*; a completed *price quote* in Part I Section B, section K, attachment 3 and Standard Form 33, Solicitation, Offer and Award.
- 2. Each offeror's quote shall be prepared in sufficient detail to permit a thorough evaluation of each part. Each part must be clearly marked "Part 1 Technical," "Part 2 Past Performance," and "Part 3 Price." The instructions for evaluation of offers are found in Part IV, hereto. The evaluation for each part will result in the ratings as follows:
 - a) **Part 1 Technical**. The evaluation of *Part 1* data will result in a rating of acceptable or unacceptable. (2 Copies)
 - b) **Part 2 Past Performance.** The evaluation of *Part 2* data will result in a rating of exceptional, very good, satisfactory, neutral, marginal, or unsatisfactory. (1 Copy)
 - c) **Part 3 Price.** The evaluation of *Part 3* will result in ranking the quotation by lowest aggregate price. Offerors are advised that price narratives that qualify their price proposals so as to constitute a contingent offer are unacceptable and may render their offer ineligible for consideration. (2 Copies)
- 3. The Government's objective is to acquire competitive, technical support services and to provide our organization data and analyses that are needed to perform the unit's mission, at an affordable and reasonable price.
- Sophisticated or unnecessarily elaborate quotes are not required and are not desired. We require only sufficient information to conduct the above evaluation. The offerors' quotes should be prepared in a depth, which coincides with, and complements the size and complexity of the requirement. If more than one solution to the required services is available, offerors may submit alternate quotes for consideration. All alternatives received shall be considered, provided a responsive basic quotation is submitted by the offeror. The DESC reserves the right to award on initial quotations received without conducting clarifications, exchanges of information, or opportunities for final quotation revisions. All quotations for providing services hereunder <u>must</u> be received at the issuing office, as addressed above, not later than 3:00 PM local time on 9 July 04 in order to be considered for award. Facsimile responses are permissible IAW FAR 52.215-5, and may be sent to (703) 767-8573; however, responses must arrive at the place and by the time, specified herein. Facsimile quotes that fail to furnish required representations or information or that rejects any of the terms, conditions, and provisions of the RFQ, may be excluded from consideration. Facsimile quotes must contain the required signatures. The DESC reserves the right to make award solely on the facsimiled quote, and the apparent successful offeror agrees to promptly submit the complete original signed quote. If the offeror chooses to transmit a facsimile quotation, the DESC will not be responsible for any failure attributable to the transmission or receipt of the facsimile quote including, but not limited to, the following: receipt of garbled or incomplete quotation, availability or condition of the receiving facsimile equipment, incompatibility between the sending and receiving equipment, delay in transmission or receipt of quotation, failure of the bidder to properly identify the quotation, illegibility of quotation, and/or security of quotation data.
- 5. Further inquiries may be directed to Dee Blocker, Contract Specialist, at the above address, or you may telephone (703) 767-9412 between the hours of 8:00 AM and 4:00 PM local time Monday through Friday, excluding federal holidays.

L2.05 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)

- (a) NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD. For this acquisition, the NAICS code is 541690 and the small business size standard is 6 Million. However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.
- (b) **SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
 - (1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

L2.11-3 FACSIMILE PROPOSALS - COMMERCIAL ITEMS (DESC NOV 1999)

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (d) The Government reserves the right to make award solely on the facsimile proposal. However, **if requested to do so by the Contracting Officer**, the offeror agrees to promptly submit the **complete**, original, signed proposal, or a hard copy thereof, to be received within 10 days of the opening date. The Government reserves the right to reject any incomplete proposal.
 - (e) Facsimile receiving data and compatibility characteristics are as follows:
 - (1) Telephone number of receiving facsimile equipment: (703) 767-8573.
- (2) The Defense Energy Support Center's receiving equipment is a Panafax UF-880 facsimile machine. The receiving speed coincides with the applicable sending machine. Each FAX is required to include the following information on a cover sheet or at the top of the first page:

TO: (Dee Blocker, DESC-AIP)

FROM: (Originator's name, complete company name and address) **Verification number:** (Originator phone number and FAX number)

Description: (SP0600-04-R-0099)

Number of pages:

- (f) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:
 - (1) Receipt of a garbled or incomplete bid.
 - (2) Availability or condition of the receiving facsimile equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of bid.
 - (5) Failure of the bidder to properly identify the bid.
 - (6) Illegibility of bid.
 - (7) Security of bid data.

(DESC 52.215-9FA6)

PART IV SECTION M

EVALUATION OF OFFERS

M2.11 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

In accordance with FAR Parts 15.101 this proposal shall be evaluated by the Technical, Past Performance, and Price information. The Government will utilize the Performance-Price Trade-Off (PPT) technique to arrive at an award decision. The technical part is ranked as most important, and the past performance part is ranked second and coequally with price. The application of the PPT technique in the award selection and approval process is as follows:

A decision on the technical acceptability of each offeror's technical quote shall be made. Only those offers determined to be technically acceptable, either initially or as a result of discussions, will be considered for award.

All technically acceptable quotations will be ranked and evaluated on price.

Finally, all acceptable quotes will receive a past performance rating of exceptional, very good, satisfactory, neutral, marginal, or unsatisfactory. The Government will make an integrated past performance/price tradeoff assessment and award to the technically acceptable offeror determined to provide the best value to the Government. In other words, a technically acceptable offer other than the one with the lowest-evaluated price may be awarded the contract – subject to a positive responsibility determination.

In these cases, the contracting officer shall apply the criteria herein and select the offer determined to be the "most advantageous" to the Government all factor considered.

The following factors will be used to evaluate the three separate proposals as follows:

<u>Technical</u>: The Quote shall describe the offeror's technical ability to provide for the services listed in Attachment 1, hereto. (2 copies)

Factor: The Quote shall demonstrate in sufficient detail the methodology used to assure accuracy of the data and analyses in order to accomplish the work in Section C.

Factor: Data collection and tariff analyses services may be required within 30 calendar days after award. The quote shall describe how the offeror will retrieve and deliver this data within 30 days after award to include critical milestones of the process.

Factor: The Quote shall include documentation indicating experience with electric Utilities nationwide.

Past Performance:

Factor: Past Performance or experience in providing the same or similar data collection and tariff and rate analyses for a variety of utilities and locations within the last three years or affirmatively state that it possesses no relevant directly related or similar past performance. Provide a detailed explanation demonstrating the relevance of the contracts to the requirements of the Section C. The Quote should provide the following information regarding its past performance: (2 copies)

- a) Offeror's Company/Division Name
- b) Contracting agency/Private Company
- c) Contract Number
- d) Brief description of the contract effort
- e) Name, address and telephone number of current, or last (if contract is completed), government program manager, ACO, and PCO, and/or contract manager on each referenced contract.
- f) The number, type and severity of any quality, delivery or cost problems in performing the contract, the corrective action taken and the effectiveness of the corrective action.

ANSWERS TO QUESTIONS SUBMITTED BY POTENTIAL OFFERORS

Question 1. Will DESC provide the contractor specific points of contact at the Utilities?

Answer: No

Question 2. Will there be a need to interface with the government representative who as part of his/her job, work with the Utility.

Answer: Your POC for this solicitation will be "The DESC Installation Energy Internal Support Group.

Question 3. Will/can DESC provide authorization for the contractor to request the data from the Utility

Answer: Yes

Question 4. Are you requesting that the analysis will determine a calculated weighted average unit price(s) of electricity per KWH and this price will be used as basis for award under competitive electricity procurements.

Answer: We only want the generation portion. See Amendment 001, Section C, 4.2.

Question 5. Please define "weighted average per unit calculation as stated in the solicitation

Answer: See Amendment 001, Section C, 4.2.

Question 6.

Does each account represent one meter or multiple meter locations to develop consumption data unit price and/or economic analysis unit pricing? If multiple meters per one account is there an average number of meters for us to assume as part of our unit pricing?

Answer: Typically, each account represents one meter. There are very few exceptions, which will be identified in the task orders.

Question 7. We assume that there is no need to include travel, lodging, meals, ground transportation to any account site or DLA office for any reason, i.e. data gathering, verification, review meeting(s), etc. as part of our unit pricing after reading the RFP. Is this a correct assumption?

Answer: Yes.

Question 8. Is there a contractor currently performing this same service? If yes, per Part IV K15 is this company's unit pricing available for the public to view?

Answer: No contractor is currently performing this service. It is presently being done by government personnel.

Question 9. Do you have any further information as far as the types of meters, MV-90 compatible, etc.?

Answer: No we do not have meter information. This can be ascertained from the utility.

Question 10. The RFP suggests that the offeror will determine the number of contractor personnel required to provide the desired services. If this is not correct, does the government have a nominal range in mind based on their past experience?

Answer: The contractor needs to determine the number of personnel that are required to perform the requirement.

Ouestion 11. Are there any limitations on place of performance?

Answer: No

Question 12. Will Task Orders contain instructions for accessing consumption data from the utilities? Will a secure line be required to receive this data?

Answer: The utility is identified in attachment 2 and account information will be provided with each task order. No secure line is required to receive data.

Question 13. Will the government advise of changes to locations of utilities or rate schedules contained in Attachment 2 to Section J of RFP?.

Answer: If any information in the solicitation or contract changes and that change affects scope, time or money then an amendment/modification will be made to the contract terms.

Question 14. Will task orders state when cost analysis is required?

Answer: Yes

Question 15. Will each task order request cost analysis for just one utility at a time or can several cost analyses be done under one task order?

Answer: Yes, there could be more than one cost analysis done under one task order.

Question 16. The RFP indicates that the contractor will deliver spread sheet data in MS Excel format. Will consumption data also be available in Excel or must it be converted?

Answer: Depending on what the utility provides, you may have to convert the software so that when it is submitted to DESC, it is in the required MS Excel format.

Question 17. Should unit pricing for **option** years also be provided in proposal?

Answer: N/A. There are no option years in this solicitation.

Question 18. Consumption data: does this phrase refer to both usage (kWh) and demand (kW) if available, or just usage (kWh) values per month?

Answer: Both

Question 19. Part 1, Section C, Paragraph 4.1, Requirement for supply of interval (or any) data: Many utilities charge a fee for supplying interval data; these fees vary widely. Since it is not known what utilities will be tasked for data gathering and analysis it is impossible to price this component of the project costs in developing the unit price. Can these costs be separated from the unit price and backed charged to DESC as incurred?

Answer: No.

Question 20. Part 1, Section C, Paragraph 4.2 Economic Analysis: When shopping for competitive electric energy the component of the final energy cost that can be competitively sourced is the energy generation (unregulated). This component results in a price to compare or shopping credit. It is the price to compare that is the useful value when seeking competitive energy suppliers. However, the final cost of energy (as would appear on a typical energy bill) includes two components; generation and distribution. Is the ."calculated weighted average unit price(s) of electricity per kWh" to be interpreted as being comprised of generation only, or also to include the price of distribution?

Answer: Only the portion that a retail supplier is responsible for. See Amendment 001, Section C, 4.2.

Question 21. Part 1, Section C, Paragraph 4.2. The contractor shall perform a complete 12-month price analysis from their [sic] most recent tariff for each. Some tariff line item values can change monthly due to seasonal adjustments/ reconciliation or other variable charges. Is the statement to be interpreted that the analysis for the 12-month period is adjusted to the criteria of the most recent tariff, or rather reflect the provisions of the tariffs that were extant at the time of the monthly billing over the 12-month term? Further, for the situation where there was a structural tariff change over the 12-month period of analysis, and therefore no historical precedent for variable charges, how should these charges be assessed a priori?

Answer: Any rates that change on a monthly basis would not need to be analyzed. Analyses only are to done for accounts that do have a fixed twelve month or longer tariff. The tariff analyses should be based on the rates that will be in effect during the performance period.

Question 22. Part 1, Section C, Paragraph 6.2. In accordance with the time frame established in each individual task order. Is it accurate to expect that the task orders will be reasonably uniformly distributed over the term of the contract?

Answer: No, the task orders will be issued as needed according to government procurement timeframes.